



Order Filed on July 2, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption is in Compliance with D.N.J.L.BR. 9004-1
Lavin, Cedrone, Graver, Boyd & DiSipio
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Mt. Laurel, New Jersey 08054
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In Re:

THOMAS SABO

Debtor

Case No.: 18-16700(MBK)

Hearing Date: N/A

Judge: Michael B. Kaplan

Chapter: 13

**CONSENT ORDER RESOLVING CREDITOR,
ALLY CAPITAL'S MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY**

The relief set forth on the following page, numbered two (2) through five (5) is hereby ORDERED.

DATED: July 2, 2021

A handwritten signature in black ink, appearing to read "Michael B. Kaplan".

Honorable Michael B. Kaplan
United States Bankruptcy Judge

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Debtor: Thomas Sabo

Case No.: 18-16700(MBK)

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY CAPITAL'S
MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY

This Consent Order is entered into by and between the Debtor Thomas Sabo, by and through his counsel, Daniel E. Straffi, Esquire, and the Law Offices of Straffi & Straffi, LLC and Ally Capital, by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Capital's Motion for Relief from Stay filed with this Court on May 26, 2021.

AND NOW COMES Ally Capital, by and through their counsel, and state as follows:

Thomas Sabo (the "Debtor") and Delphine Sabo (the "Non-Filing Party") financed the purchase of a 2014 Infiniti, VIN: 5N1AL0MMXEC543379 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated November 25, 2017 (the "Contract") which has been assigned to Ally Capital.

Pursuant to the Contract, Ally Capital maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

The Debtor and/or Non-Filing Party desires to retain possession of the Vehicle and provide adequate protection for Ally Capital's interest in the Vehicle.

It is hereby stipulated and agreed by and between Debtor and Ally Capital as follows:

ORDERED that the Debtor and Non-Filing Party are \$1,224.42 in arrears through and including the June 9, 2021 due payment. The Debtor and Non-Filing Party acknowledge their account is in arrears in the amount of \$1,224.42 through and including the June 9, 2021 due payment.

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Debtor: Thomas Sabo

Case No.: 18-16700(MBK)

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ORDERED that the Debtor and/or Non-Filing Party shall cure the post-petition arrears in the amount of \$1,224.42 plus \$500.00 in costs and fees for a total of \$1,724.42 by paying an additional payment of \$574.81 (which, along with the regular contractual payment due in the amount of \$408.14, will result in a total payment of \$982.95) monthly for three (3) months commencing with a payment due on or before July 9, 2021 and ending with a payment due on or before September 9, 2021. Said payment shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtor and/or Non-Filing Party shall resume making regular monthly contractual payments in the amount of \$408.14 each, commencing with the payment due on or before October 9, 2021. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtor and/or Non-Filing Party shall make the July 9, 2021 cure payment and all future payments on time. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that all payments shall be made payable to Ally and include Debtor and Non-Filing Party's account number.

ORDERED that the Debtor and/or Non-Filing Party hereby agrees to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Capital under the Contract are paid in full.

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ORDERED that if Debtor and/or Non-Filing Party fails to comply with any of the stipulated terms herein, or if Debtor and/or Non-Filing Party fails to make the regular payments due and owing within ten (10) days of due date, Ally Capital will give Debtor, Non-Filing Party and Debtor's counsel notice by facsimile, first class mail or e-mail. Debtor and/or Non-Filing Party will have ten (10) days to bring the account current. If the account is not brought current within the ten (10) day period, Ally Capital may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtor and may be granted relief from the automatic stay imposed by 11 U.S.C. §1301(c) with respect to the Vehicle as to the Non-Filing Party upon filing a Certification of Counsel that Debtor and/or Non-Filing Party is in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtor, Non-Filing Party, Debtor's counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Capital's ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Capital's ability to pursue its rights pursuant to the Contract.

ORDERED that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

ORDERED that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

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Debtor: Thomas Sabo

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ORDERED that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.

/s/ Regina Cohen

Regina Cohen, Esquire
Attorney for Ally Capital



Daniel E. Straffi, Esquire
Attorneys for Debtor